

John A. Yanchunis (Pro Hac Vice to be filed)
Patrick A. Barthle II (Pro Hac Vice to be filed)
MORGAN & MORGAN
COMPLEX LITIGATION GROUP
201 N. Franklin Street, 7th Floor
Tampa, Florida 33602
Telephone: 813/223-5505
813/223-5402 (fax)
jyanchunis@ForThePeople.com
pbarthle@ForThePeople.com

Steven W. Teppler (Pro Hac Vice to be
filed)
Fla. Bar No. 14787
steppler@abbottlawpa.com
ABBOTT LAW GROUP, P.A.
2929 Plummer Cove Road
Jacksonville, FL 32223
T: 904.292.1111
F: 904.292.1220

Clayeo C. Arnold, California SBN 65070
Email: carnold@justice4you.com
Joshua H. Watson, California SBN 238058
Email: jwatson@justice4you.com
**CLAYEO C. ARNOLD, A
PROFESSIONAL LAW
CORPORATION**
865 Howe Avenue
Sacramento, California 95825
916-777-7777 Telephone
916-924-1829 Facsimile

Attorneys for Plaintiffs and the Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

LISA RENKEN and SEAN MANNION,
individually and on behalf of all others
similarly situated,

Plaintiff.

V.

Facebook, Inc.,

Defendants.

CASE NO.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiffs LISA RENKEN and SEAN MANNION, individually and on behalf all
2 others similarly situated, allege the following against Defendant Facebook, Inc. (“Facebook”
3 or “Defendant”), based on personal knowledge as to Plaintiffs and Plaintiffs’ own acts and on
4 information and belief as to all other matters based upon, *inter alia*, the investigation
5 conducted by and through Plaintiffs’ undersigned counsel:

6 **SUMMARY OF THE CASE**

7 1. Facebook operates a social networking website that allows people to
8 communicate with their family, friends, and coworkers. Facebook develops technologies that
9 facilitate the sharing of information, photographs, website links, and videos. Facebook users
10 have the ability to share and restrict information based on their own specific criteria. By the
11 end of 2017, Facebook had more than 2.2 billion active users. The company’s stated mission
12 is “to give people the power to build community and bring the world closer together. People
13 use Facebook to stay connected with friends and family, to discover what’s going on in the
14 world, and to share and express what matters to them.” In recent years, however, Facebook’s
15 stated business model has in actuality morphed into a data aggregation and marketing
16 machine disguised as a social network.

17 2. Facebook provides multiple mechanisms through which users may access its
18 social media product. These include but are not limited to a website accessed through a
19 computer’s web browser, Facebook mobile device applications available on various
20 operating systems (e.g. Android, iOS), and auxiliary applications such as Facebook
21 Messenger for mobile devices.

22 3. Facebook’s marketing of its mobile device applications has led many
23 Facebook users to install its applications on their cell phones.

24 4. When installing such applications, Facebook users are provided with a terms
25 of service and/or privacy notice on the screen of their mobile device. These essentially
26 inform users that the information they post to Facebook will be used by the company in
27 accordance with the users’ privacy settings as specified by the user. The terms of service and
28 privacy notice materials *do not* inform (and in the past have not informed) the ordinary and

1 reasonably attentive Facebook user that installing the application on a cell phone will result
2 in the logging of all the user's phone and text communications (including recipients, dates of
3 communication, length of communication, and mode of communication) on Facebook's
4 servers for Facebook's own use.

5 5. In the Android versions of Facebook's mobile application, Facebook has
6 collected and stored information in a scope and manner beyond that which users knowingly
7 authorized; the practice is ongoing. This activity includes accessing users' call and text
8 histories, including metadata such as the names and numbers of persons contacted, the times
9 of such contacts, and the lengths of such contacts, hereafter referred to as "Personal
10 Communications Information."

11 6. Users' Personal Communications Information has been and continues to be
12 stored to Facebook's own servers.

13 7. Prior to about 2017, the Android operating system for mobile devices allowed
14 Facebook applications to obtain users' Personal Communications Information without fully
15 disclosing that the applications would access all of the Personal Communications
16 Information and send it to Facebook's private services for storage. Facebook took advantage
17 of this technical structure of the Android operating system to obtain users' Personal
18 Communications Information with misleadingly minimal and insufficient notice such that
19 ordinary Facebook users did not understand that they were allowing Facebook the ability to
20 download, save, and utilize their Personal Communications Information.

21 8. Later versions of the Android operating system, beginning in or about 2017,
22 required additional notice by Facebook applications to obtain this information. Even then,
23 Facebook did not take steps to make it plain to ordinary and reasonably attentive users that
24 their Personal Communications Information had been and would continue to be gathered,
25 stored, and used by Facebook. Instead, ordinary and reasonably attentive Facebook users
26 understood only that their posts and communications activity on the Facebook website would
27 be published in keeping with their accounts' privacy settings.

28 9. Facebook's unauthorized taking and use of its users' Personal

1 Communications Information presents several wrongs, including a consumer bait-and-switch,
 2 an invasion of privacy, wrongful monitoring of minors, and an attack on privileged
 3 communications in the context of Facebook users who use their cell phones (but not
 4 Facebook) to communicate in the context of protected relationships including but not limited
 5 to that of attorney/client, doctor/patient, etc. The policy also affects the rights of minors.

6 JURISDICTION AND VENUE

7 10. This Court has jurisdiction over this action pursuant to the Class Action
 8 Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because the aggregate amount in controversy
 9 exceeds \$5,000,000, exclusive of interests and costs, there are more than 100 class members,
 10 and at least one class member is a citizen of a state different from Defendant. The Court also
 11 has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1337.

12 11. Venue is proper under 28 U.S.C. § 1391(c) because Defendant is a
 13 corporation that does business in and is subject to personal jurisdiction in this District. Venue
 14 is also proper because a substantial part of the events or omissions giving rise to the claims in
 15 this action occurred in or emanated from this District, and because Facebook’s terms of
 16 service document calls for litigation between users and the company to be governed by
 17 California law and provides for litigation of related disputes in this District.

18 PARTIES

19 A. Class Representatives

20 12. Plaintiff Lisa Renken is a citizen and resident of California. She has held a
 21 Facebook account for a time in excess of the applicable statute of limitations for this matter.

22 13. Plaintiff Sean Mannion is a citizen and resident of California. He has held a
 23 Facebook account for a time in excess of the applicable statute of limitations for this matter.

24 B. Defendants

25 14. Defendant Facebook, Inc. is incorporated in Delaware, and the Company’s
 26 principal executive offices are located at 1601 Willow Road, Menlo Park, California 94025.
 27 Facebook’s securities trade on the NASDAQ under the ticker symbol “FB.”

FACTUAL BACKGROUND

15. On March 24, 2018, ArsTechnica.com, a respected online source for
technology news, published an article detailing that Facebook “scraped call, text message
data for years from Android phones. ([https://arstechnica.com/information-
technology/2018/03/facebook-scraped-call-text-message-data-for-years-from-android-
phones/](https://arstechnica.com/information-technology/2018/03/facebook-scraped-call-text-message-data-for-years-from-android-phones/)) As set forth in the article, Facebook’s Android-based application for accessing its
services included functions that would collect the phone numbers to which a user’s phone
connected, whether via voice call or text. The Facebook phone application transmitted to
Facebook’s corporate servers information about each such communication on the subject
phone, including but not necessarily limited to: the phone numbers and identities of the
persons taking part in communications, the date and time of communications, and the length
of communications.

16. Such data collection was set as part of the default installation of the Facebook
application, such that users had to take affirmative action to prevent their phones from being
subject to such monitoring and reporting. Coupled with this, Facebook also did not provide
notice of such monitoring and reporting in a way that ordinary and reasonably attentive users
would understand. This resulted in a vast number of Facebook users being duped into
participating in a monitoring system that they would not have agreed to had they first been
told in plain language what data was being collected, and what was being done with it.

17. By utilizing such data collection methods, Facebook has been able to amass a
set of data matching people to their phone numbers, but also matching people to one another.
By matching the phone numbers to other information, knowable by Facebook.com posts and
other available information, Facebook can map relationships and, to a degree, the nature and
type of relationships between affected Android users. Ordinary and reasonably attentive
Facebook users, including Plaintiffs and class members, were not given enough information
to knowingly opt into such a data collection program, and would not have done so if they had
first been informed of the system in ordinary language.

18. To the degree Facebook did disclose its system of gathering Personal

1 Communications Information, it did so through subterfuge and using language that did not
 2 put users on notice of what was actually being done by the company. For instance, Facebook
 3 explained in or about 2016-2017 that it collected data “to help friends find each other.”

4 19. Millions of individuals use Facebook through their Android-based phones.

5 20. On many Android phones, Facebook is installed as a default application, and
 6 cannot be removed by individuals who purchased the phone, even if they would not
 7 otherwise choose to opt into the Facebook’s system of collecting and storing users’ Personal
 8 Communications Information.

9 21. In 2011, Facebook entered into a consent decree with the U.S. Federal Trade
 10 Commission (“FTC”) in which the company agreed to obtain user consent for certain
 11 changes to privacy settings. The decree arose from federal allegations that the company
 12 deceived consumers and forced them to share more personal information than they intended.
 13 Yet, Facebook still continued in its policy of collecting Personal Communications
 14 Information as alleged herein, reflecting an ongoing intent to deceive and take advantage of
 15 Facebook users.

16 22. Such conduct was in violation of Facebook’s own Data Use Policy on its
 17 website, which provided at all relevant times in part:

18 Granting us permission to use your information not only allows us to provide
 19 Facebook as it exists today, but it also allows us to provide you with innovative
 20 features and services we develop in the future that use the information we receive
 21 about you in new ways. While you are allowing us to use the information we receive
 22 about you, you always own all of your information. ***Your trust is important to us,
 23 which is why we don't share information we receive about you with others unless
 24 we have:***

- 25 • ***received your permission***
- 26 • ***given you notice***, such as by telling you about it in this policy; or
- 27 • removed your name and any other personally identifying information from it.

28 (Emphases added) (https://www.facebook.com/full_data_use_policy).

29 23. The policy of collecting and using Personal Communications Information as
 30 alleged herein has violated the privacy of millions of people in every state.

31 24. The terms of service agreement between Facebook and its users specifies that

1 California law governs the relationship between Facebook and its users. For that reason, the
 2 California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, et seq.) and the
 3 Consumer Legal Remedies Act (Cal. Civil Code §1750 et seq.) apply to all class members.

4 **CLASS ACTION ALLEGATIONS**

5 25. Pursuant to Rule 23(b)(2), (b)(3) and (c)(4) of the Federal Rules of Civil
 6 Procedure, Plaintiff, individually and on behalf of all others similarly situated, brings this
 7 lawsuit on behalf of themselves and as a class action on behalf of the following class:

8 All persons who registered for Facebook accounts in the United
 9 States and whose Personal Communication Information was
 obtained from Facebook via cell phone applications.

10 26. Excluded from the Class are Defendants and any entities in which any
 11 Defendant or their subsidiaries or affiliates have a controlling interest, and Defendants'
 12 officers, agents, and employees. Also excluded from the Class are the judge assigned to this
 13 action, and any member of the judge's immediate family.

14 27. **Numerosity:** The members of each Class are so numerous that joinder of all
 15 members of any Class would be impracticable. Plaintiff reasonably believes that Class
 16 members number fifty (50) million people or more in the aggregate and well over 1,000 in
 17 the smallest of the classes. The names, addresses, and phone numbers of Class members are
 18 identifiable through documents maintained by Defendants.

19 28. **Commonality and Predominance:** This action involves common questions
 20 of law or fact, which predominate over any questions affecting individual Class members,
 21 including:

- 23 i. Whether Facebook gave Plaintiffs and Class members effective notice of
 24 its program to collect their Personal Communications Information;
- 25 ii. Whether Facebook obtained consent from Plaintiffs and Class members
 26 to collect their Personal Communications Information;
- 27 iii. Whether Facebook improperly collected Plaintiffs' and Class members'
 28 Personal Communications Information;

- 1 iv. Whether Facebook owes any duty to Plaintiffs and Class members with
2 respect to maintaining, securing, or deleting their Personal
3 Communications Information;
- 4 v. To what degree Facebook has the right to use Personal Communications
5 Information pertaining to Plaintiffs and Class members;
- 6 vi. Whether Facebook owed a legal duty to Plaintiffs and the Class to
7 exercise due care in collecting, storing, safeguarding, and/or obtaining
8 their Personal Information;
- 9 vii. Whether Facebook breached a legal duty to Plaintiffs and the Class to
10 exercise due care in collecting, storing, safeguarding, and/or obtaining
11 their Personal Information;
- 12 viii. Whether Facebook's conduct violated Cal. Civ. Code § 1750, *et seq.*;
- 13 ix. Whether Facebook's conduct was an unlawful or unfair business practice
14 under Cal. Bus. & Prof. Code § 17200, *et seq.*;
- 15 x. Whether Defendants' conduct violated § 5 of the Federal Trade
16 Commission Act, 15 U.S.C. § 45, *et seq.*,
- 17 xi. Whether Plaintiff and the Class are entitled to equitable relief, including,
18 but not limited to, injunctive relief and restitution/disgorgement; and
- 19 xii. Whether Plaintiff and the other Class members are entitled to actual,
20 statutory, or other forms of damages, and other monetary relief.

21 29. Facebook engaged in a course of conduct giving rise to the legal rights sought
22 to be enforced by Plaintiffs individually and on behalf of the members of the class. Similar or
23 identical statutory and common law violations, business practices, and injuries are involved.
24 Individual questions, if any, pale by comparison, in both quantity and quality, to the
25 numerous common questions that dominate this action.

26 30. **Typicality:** Plaintiffs' claims are typical of the claims of the other members of
27 their respective classes because, among other things, Plaintiffs and the other class members
28 were injured through the substantially uniform misconduct by Defendants. Plaintiffs are

1 advancing the same claims and legal theories on behalf of herself and all other Class
2 members, and there are no defenses that are unique to Plaintiffs. The claims of Plaintiffs and
3 those of other Class members arise from the same operative facts and are based on the same
4 legal theories.

5 **31. Adequacy of Representation:** Plaintiffs are adequate representatives of the
6 class because their interests do not conflict with the interests of the other Class members they
7 seeks to represent; they have retained counsel competent and experienced in complex class
8 action litigation and Plaintiffs will prosecute this action vigorously. The Class members'
9 interests will be fairly and adequately protected by Plaintiffs and their counsel.

10 **32. Superiority:** A class action is superior to any other available means for the
11 fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be
12 encountered in the management of this matter as a class action. The damages, harm, or other
13 financial detriment suffered individually by Plaintiffs and the other members of their
14 respective classes are relatively small compared to the burden and expense that would be
15 required to litigate their claims on an individual basis against Facebook, making it
16 impracticable for Class members to individually seek redress for Facebook's wrongful
17 conduct. Even if Class members could afford individual litigation, the court system could
18 not. Individualized litigation would create a potential for inconsistent or contradictory
19 judgments, and increase the delay and expense to all parties and the court system. By
20 contrast, the class action device presents far fewer management difficulties and provides the
21 benefits of single adjudication, economies of scale, and comprehensive supervision by a
22 single court.

23 Further, Facebook has acted or refused to act on grounds generally applicable
24 to the Class and, accordingly, final injunctive or corresponding declaratory relief with regard
25 to the members of the Class as a whole is appropriate under Rule 23(b)(2) of the Federal
26 Rules of Civil Procedure.

27 Likewise, particular issues under Rule 23(c)(4) are appropriate for
28 certification because such claims present only particular, common issues, the resolution of

which would advance the disposition of this matter and the parties' interests therein. Such particular issues include, but are not limited to:

- a. Whether Facebook gave Plaintiffs and Class members effective notice of its program to collect their Personal Communications Information;
- b. Whether Facebook obtained consent from Plaintiffs and Class members to collect their Personal Communications Information;
- c. Whether Facebook improperly collected Plaintiffs and Class members Personal Communications Information;
- d. Whether Facebook owes any duty to Plaintiffs and Class members with respect to maintaining, securing, or deleting their Personal Communications Information;
- e. To what degree Facebook has the right to use Personal Communications Information pertaining to Plaintiffs and Class members;
- f. Whether Facebook owed a legal duty to Plaintiffs and the Class to exercise due care in collecting, storing, safeguarding, and/or obtaining their Personal Information;
- g. Whether Facebook breached a legal duty to Plaintiffs and the Class to exercise due care in collecting, storing, safeguarding, and/or obtaining their Personal Information;
- h. Whether Facebook's conduct violated Cal. Civ. Code § 1750, et seq.;
- i. Whether Facebook's conduct was an unlawful or unfair business practice under Cal. Bus. & Prof. Code § 17200, et seq.;
- j. Whether Facebook's conduct violated § 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, et seq.,
- k. Whether Plaintiffs and the Class are entitled to equitable relief, including, but not limited to, injunctive relief and restitution/disgorgement; and
- l. Whether Plaintiffs and the other Class members are entitled to actual, statutory, or other forms of damages, and other monetary relief.

- m. Whether Facebook's acts, omissions, misrepresentations, and practices were and are likely to deceive consumers;
 - n. Whether Facebook's conduct violated Cal. Bus. & Prof. Code § 22575, *et seq.*;
 - o. Whether Facebook failed to adhere to its posted privacy policy concerning the care it would take to safeguard Plaintiffs' and Class members' Personal Communication Information in violation of California Business and Professions Code § 22576;
 - p. Whether Facebook negligently and materially failed to adhere to its posted privacy policy with respect to the extent of their collection, use, and resulting disclosure of users' data, in violation of California Business and Professions Code § 22576;

CLAIMS ALLEGED ON BEHALF OF ALL CLASSES

First Claim for Relief

Violation of California's Unfair Competition Law ("UCL") – Unlawful Business Practice

(Cal. Bus. & Prof. Code § 17200, *et seq.*)

35. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 34 as though fully stated herein.

36. By reason of the conduct alleged herein, Facebook engaged in unlawful practices within the meaning of the UCL. The conduct alleged herein is a “business practice” within the meaning of the UCL.

37. Facebook represented that it would provide consumers with online social media services, yet failed to disclose that in so doing, it would surreptitiously collect Personal Communications Information. In so doing, Facebook violated its own terms of service and ostensible privacy policies, misled consumers about the benefits of the transaction, mischaracterized the reason for discounted social media services, and improperly accessed users' personal and private communications.

38. Facebook's acts, omissions, and misrepresentations as alleged herein were unlawful and in violation of, *inter alia*, Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), Cal. Bus. & Prof. Code § 22575 et seq (as a result of Facebook failing to comply with its own posted policies), and Cal. Consumer Legal Remedies Act [Cal. Civil Code 1750, et seq.] (as alleged herein); 18 USC § 2511 et seq (federal wiretapping statute); Cal. Penal Code § 632 (state wiretapping statute).

39. Plaintiff and the Class members suffered injury in fact and lost money or property as the result of Facebook's unlawful business practices.

40. As a result of Facebook's unlawful business practices, Plaintiff and the class are entitled to restitution, disgorgement of wrongfully obtained profits and injunctive relief.

Second Claim for Relief

Violation of California's Unfair Competition Law ("UCL") – Unfair Business Practice (Cal. Bus. & Prof. Code § 17200, et seq.)

41. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 34 as though fully stated herein.

42. By reason of the conduct alleged herein, Facebook engaged in unfair “business practices” within the meaning of the UCL. Such conduct is without reasonable utility and is tethered to statutory obligations as pled above.

43. As a result of Facebook's unfair business practices, violations of the UCL, Plaintiff and the Class are entitled to restitution, disgorgement of wrongfully obtained profits and injunctive relief.

Third Claim for Relief

Violation of California's Consumer Legal Remedies Act ("CLRA")

(Cal. Bus. & Prof. Code § 17200, *et seq.*)

44. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 34 as though fully stated herein.

45. Facebook is a person within the meaning of CLRA in that it is a corporation.

46. Plaintiffs and Class members are consumers within the meaning of CLRA in

1 that they are individuals who seek or acquire services for personal, family, or household
 2 purposes. Consideration is exchanged through Facebook providing services and users of its
 3 service accepting the boundaries of the terms of service, accepting the privacy policy, and
 4 allowing Facebook to utilize that information to which users have knowingly given access.

5 47. The conduct of Facebook as alleged herein violates CLRA's ban on
 6 proscribed practices at Civil Code § 1770(a) in that, among other things:

- 7 a. Facebook misrepresents the characteristics and benefits of the service by not
 8 disclosing, and actively obscuring, that Facebook uses its service as a
 9 mechanism to obtain Personal Communications Information without
 10 knowing consent;
- 11 b. Facebook advertises its services with the intent not to provide them as
 12 advertised, including with respect to compliance with its terms of service.

13 48. As a direct and proximate result of Facebook's conduct, Plaintiffs and Class
 14 members suffered injury and attendant damages.

15 49. Plaintiffs and the Class seek equitable relief for Facebook's violation of
 16 CLRA, as permitted by statute. This includes injunctive relief to enjoin the wrongful
 17 practices alleged herein, and to take corrective action to remedy past conduct such as, among
 18 other things, deleting the wrongfully obtained Personal Communications Information. This
 19 also includes restitution and/or disgorgement as permitted by law, as well as statutory
 20 attorney fees.

21 50. Plaintiffs and Class members reserve the right to give written notice of this
 22 claim via certified mail per statute, and to thereafter seek damages via amended complaint.

23 Fourth Claim for Relief

24 Breach of Contract

25 51. Plaintiffs repeat, reallege, and incorporate by reference the allegations
 26 contained in paragraphs 1 through 34 as though fully stated herein.

27 52. A contract existed at all relevant times between Facebook, and the Class
 28 members, including Plaintiffs. Under the terms of the contract, Facebook's consideration to

1 Plaintiffs and the Class members was access to Facebook's online social media system;
 2 Plaintiffs and Class members' consideration was agreement to the terms and conditions of
 3 the site and resulting performance, acceptance of its privacy policy, and permission for
 4 Facebook to use their personal information for business purposes to the degree Plaintiffs and
 5 Class members provided express permission.

6 53. Plaintiffs and Class members performed all their duties under the contract.

7 54. Facebook thereafter breached the agreement as alleged herein with respect to
 8 collecting and using Personal Communications Information.

9 55. As a direct and proximate result, Plaintiffs and Class members suffered injury
 10 and attendant damages.

11 56. Plaintiffs and Class members further seek specific performance of the stated
 12 contract with respect to Personal Communications Information.

13 **Fifth Claim for Relief**

14 **Intrusion Into Private Affairs**

15 57. Plaintiffs repeat, reallege, and incorporate by reference the allegations
 16 contained in paragraphs 1 through 34 as though fully stated herein.

17 58. Plaintiffs and the Class members had a reasonable expectation of privacy in
 18 their cell phones, the data on their mobile devices, their call histories, their messaging
 19 histories, and their network of contacts, and their Personal Communications Information.

20 59. Facebook intentionally intruded into the privacy of the Plaintiffs and the Class
 21 members with respect to their mobile devices as alleged herein.

22 60. Such intrusion was offensive to the Plaintiffs and the Class members, and
 23 would be to a reasonable person.

24 61. As a direct and proximate result of Facebook's conduct, Plaintiffs and the
 25 Class members were harmed and suffered attendant damages.

26 62. In the alternative, Plaintiffs and the Class members seek nominal damages.

Sixth Claim for Relief

Violation of Cal. Penal Code §§ 632, 637.2

63. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 34 as though fully stated herein.

64. Facebook intentionally intercepted and recorded the recipient, dates, times, and content-length indicators of Plaintiffs and the Class members by using an electronic device (i.e. the affected users' mobile devices as modified by Facebook's application(s)).

65. Plaintiffs and the Class members had a reasonable expectation of privacy in their cell phones, the data on their mobile devices, their call histories, their messaging histories, their network of contacts, and their Personal Communications Information; such expectation extended to a reasonable expectation that these elements of their communications were not being overheard or recorded.

66. Facebook did not have the consent of all parties to the communications to record information as alleged herein.

67. As a direct and proximate result of Facebook's conduct, Plaintiffs and the Class members were harmed and suffered attendant damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the other Class members, respectfully request that this Court enter an Order:

(a) Certifying the United States Class and appointing Plaintiffs as Class Representatives;

(b) Finding that Facebook's conduct was negligent, deceptive, unfair, and unlawful as alleged herein;

(c) Enjoining Facebook from engaging in further negligent, deceptive, unfair, and unlawful business practices alleged herein;

(d) Awarding Plaintiffs and the Class members nominal, actual, compensatory, and consequential damages;

- 1 (e) Awarding Plaintiffs and the Class members statutory damages and penalties,
2 as allowed by law;
- 3 (f) Awarding Plaintiffs and the Class members restitution and disgorgement;
- 4 (g) Awarding Plaintiffs and the Class members pre-judgment and post-judgment
5 interest;
- 6 (h) Awarding Plaintiffs and the Class members specific performance;
- 7 (i) Awarding Plaintiffs and the Class members reasonable attorneys' fees costs
8 and expenses, and;
- 9 (j) Granting such other relief as the Court deems just and proper.

10 **JURY TRIAL DEMANDED**

11 Plaintiff demands a trial by jury of all claims in this Complaint so triable.
12
Dated: March 27, 2018

13 */s/ Joshua H. Watson*
14 Joshua H. Watson

15 *Attorney for Plaintiffs and the Class*